

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)			THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE OF PAGES 1 33	
1. REQUEST NO. N00253-06-Q-NAF1		2. DATE ISSUED 18 Jul 2006		3. REQUISITION/PURCHASE REQUEST NO. N/A		4. CERT. FOR NAT.DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1 <input type="checkbox"/>	
5a. ISSUED BY SUPPLY OFFICER (CODE 182) NAVAL UNDESEA WARFARE CENTER, DIVISION KEYPORT 610 DOWELL STREET - Bldg 945 KEYPORT WA 98345-7610						6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY N/A		FOB DESTINATION OTHER (See Schedule)	
NAME Mark Hendrickson E-Mail: <u>hendricksonMJ@kpt.nuwc.navy.mil</u>				TELEPHONE NUMBER Voice: 360-315-3209 FAX: 360-396-7036		9. DESTINATION N00253	
8. TO:				a. NAME OF CONSIGNEE Building 893 Supply Officer Naval Undersea Warfare Ctr, DK			
a. NAME				b. COMPANY			
c. STREET ADDRESS				b. STREET ADDRESS 610 Dowell Street			
d. CITY				c. CITY Keyport			
e. STATE		f. ZIP CODE		d. STATE WA		e. ZIP CODE 98345-7610	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS 25 Aug 2006 4 p.m. PST				IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	SEE SCHEDULE OF SUPPLIES/SERVICES						
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>				a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS	c. 30 CALENDAR DAYS	d. CALENDAR DAYS
							NUMBER PERCENTAGE
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.							
13. NAME AND ADDRESS OF QUOTER				14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER							
b. STREET ADDRESS				16. SIGNER			
c. COUNTY				a. NAME (Type or print)		b. TELEPHONE	
d. CITY				e. STATE		f. ZIP CODE	
				c. TITLE (Type or Print)		NUMBER	

SUPPLIES OR SERVICES AND PRICE/COSTS

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QTY	UI	UNIT PRICE	AMOUNT
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Lot I - Base Year

(Period of Performance for the food service and espresso service of the contract is from 3 Oct 2006 through 2 Oct 2007.

- 0001 Concessionaire is to provide espresso (latté), breakfast, and lunch food services to authorized patrons at the station's cafeteria located in building 489 on NUWC Division Keyport, Keyport, WA. Concessionaire shall pay the NAFI a sum equal to percent ____% **(to be filled in by offeror)** of gross monthly sales. Gross is defined as without deductions - before any usual deductions such as tax or expenses have been made.

Lot II - Option Year I (3 Oct 2007 to 2 Oct 2008)

- 0002 Concessionaire is to provide espresso (latté), breakfast, and lunch food services to authorized patrons at the station's cafeteria located in building 489 on NUWC Division Keyport, Keyport, WA. Concessionaire shall pay the NAFI a sum equal to percent ____% **(to be filled in by offeror)** of gross monthly sales. Gross is defined as without deductions - before any usual deductions such as tax or expenses have been made.

Lot III - Option Year II (3 Oct 2008 to 2 Oct 2009)

- 0003 Concessionaire is to provide espresso (latté), breakfast, and lunch food services to authorized patrons at the station's cafeteria located in building 489 on NUWC Division Keyport, Keyport, WA. Concessionaire shall pay the NAFI a sum equal to percent ____% **(to be**

filled in by offeror) of gross monthly sales. Gross is defined as without deductions - before any usual deductions such as tax or expenses have been made.

Lot IV - Option Year III (3 Oct 2009 to 2 Oct 2010)

- 0004 Concessionaire is to provide espresso (latté), breakfast, and lunch food services to authorized patrons at the station's cafeteria located in building 489 on NUWC Division Keyport, Keyport, WA. Concessionaire shall pay the NAFI a sum equal to percent ____% **(to be filled in by offeror)** of gross monthly sales. Gross is defined as without deductions - before any usual deductions such as tax or expenses have been made.

Lot V - Option Year IV (3 Oct 2010 to 2 Oct 2011)

- 0005 Concessionaire is to provide espresso (latté), breakfast, and lunch food services to authorized patrons at the station's cafeteria located in building 489 on NUWC Division Keyport, Keyport, WA. Concessionaire shall pay the NAFI a sum equal to percent ____% **(to be filled in by offeror)** of gross monthly sales. Gross is defined as without deductions - before any usual deductions such as tax or expenses have been made.

NOTES TO OFFERORS:

Note 1: All questions regarding this solicitation should be submitted in writing as soon as practicable after receipt of solicitation. Questions may be forwarded via facsimile to (360) 396-7036 or via E-Mail to HendricksonMJ@kpt.nuwc.navy.mil. For **site visits** please contract Mr. ~~Ervin McDermott~~ by e-mail at ~~emcdermo@kpt.nuwc.navy.mil~~ or phone (360) 315-3536.

Note 2: Lots II and V (CLINs 0002 and 0005) are Option Items only and in no way are guaranteed under the resulting contract. The Government may exercise optional Lots/Items in accordance with supplemental clause 2 under part II section III of the solicitation.

*John &
John*

The cafeteria and espresso service and space will generally be inspected monthly by a Navy health inspector. To promote quality assurance the following incentives apply to this contract:

Number of Critical Violations	Incentives Applied
0	Positive incentive - Concessionaire will decrease by 1% the fees paid to the NAFI.
1	Fees will revert back to the fee percentage agreed to in the contract (see previous page).
2-6	Negative incentive - Concessionaire will increase by 1% the fees paid to the NAFI

Health Inspection Violation rated "Critical" is defined and evaluated in accordance with NAVMED P-5010-1 Food Safety Manual.

Note: The incentives are applied to the next monthly payment of fees after the date of the inspection and are in effect until the next inspection. If more than one health inspection is conducted between monthly payments the incentive applied is the one that is the most advantages to the Government.

CONCESSIONAIRE SHALL:

1. Provide products or services of a quality satisfactory to the NAFI Contracting Officer or his or her authorized representative.
2. Submit a listing of items, with corresponding selling prices, to the Contracting Officer for approval or disapproval action. The final approved listing is considered a part of this agreement. Before beginning performance, the Concessionaire shall place the price list in a conspicuous spot for patrons to see.
3. At Concessionaire's own expense, obtain all permits, give all necessary notices, pay all license fees, and comply with all municipal, prefectural, and national laws, rules, ordinances, and regulations, and any publication published by the military relating to public health or applicable to the business carried out under this agreement and assume complete and sole liability for all national, state, and local taxes applicable to the property, income and transactions of the concession.
4. Comply with all applicable laws pertaining to wages, workers' compensation, equal opportunity, Service Contract Act,

and so forth, as implemented by Navy directives and required by law.

5. Comply with all memoranda, bulletins, and letters of instruction issued by or in behalf of the NAFI Contracting Officer.

6. Keep the concession area clean, orderly, attractive, secure, and in a safe and sanitary condition to the satisfaction of the NAFI Contracting Officer, but make no alterations to Government furnished property or premises.

7. Employ only persons who meet the health standards prescribed by law or regulations, which pertain to the jobs for which they are hired.

8. Furnish a sufficient number of trained employees for the efficient performance of this contract. Concession personnel shall meet the health and security standards prescribed by applicable regulations, and shall obtain installation passes and permits and security clearances as applicable. Concession personnel shall give prompt and courteous treatment to authorized customers and shall be neatly dressed and meticulous in their personal grooming at all times. Concessionaire shall provide employees clean uniforms, or when uniforms are not required, ensure that all clothing worn by employees is clean and in good condition at all times.

9. Remove from employment in the concession, at the request of the NAFI Contracting Officer, any servant, agent or employee of the Concessionaire if, in the opinion of the NAFI Contracting Officer or his/her authorized representative, the conduct of such person, while in and about the premises covered by this contract, interferes with proper services or discipline.

10. Furnish, at Concessionaire's own expense (if required by the Contracting Officer) suitable bags, "sold" labels, and so forth, for securing a customer's purchase. If required, the packaging will be as approved by the Contracting Officer. All items will be marked to reflect the selling price.

11. Furnish, at Concessionaire's own expense, all trade fixtures, tools of the trade, and supplies required for performance of this contract.

12. Provide products to sell that are marketable and sufficient for use intended, and not "seconds" as the term is usually understood in the trade. As a minimum, they will be equal to products provided by first quality commercial establishments.

All items will be acceptable to the customer and the Contracting Officer and will be subject to inspection and test for workmanship and quality at all times by the Contracting Officer or designee. Any item found to have a latent defect(s) may be returned to the Concessionaire for replacement or refund as determined by the Contracting Officer.

13. Agree to adhere to the NAFI policy of customer satisfaction guaranteed and shall be responsible for refunds to customers due to customer dissatisfaction with an item or due to overcharges. All customer complaints, claims, and refunds will be resolved and made at Concessionaire's expense. Any disagreement that cannot be resolved between Concessionaire and the customer will be referred to the Contracting Officer, whose decision will be final and not subject to the Disputes clause. If Concessionaire fails to timely process complaints or claims and make refunds, NAFI may settle customer complaints or claims and make such refunds, and charge the Concessionaire's account.

14. Obtain insurance for all non-Government property and merchandise used by the Concessionaire in the operation of the concession against theft, fire, storm, flood, and damage, or destruction through any other force of nature in accordance with attached clause titled "Insurance."

15. Be responsible for all operating expenses not expressly undertaken by the NAFI. Concessionaire operating expenses are to include all expenses necessary to provide the services (i.e. supplies, salaries, taxes, etc.). NAFI will not undertake any expenses.

16. Turn over the entire daily receipts of the concession to the NAFI at the end of each day or as otherwise specified in this contract.

17. Maintain control sheets, showing all income received, according to instructions prescribed by the NAFI. Any failure by the Concessionaire, its servants, employees, or agents to enter all monies received on these control sheets will be cause for immediate cancellation of this contract and the basis for criminal action against the Concessionaire.

18. Accept national charge cards customarily recognized in commercial trade for customer payment of purchases (optional). Concessionaire is responsible for the payment of any fees, charge backs, or other costs levied by the charge card companies.

19. Prepare a Concessionaire Settlement Report at the conclusion of the sales period or as specified by the Contracting Officer. Report shall be signed by the Concessionaire showing the gross sales for the period and percent due the NAFI, and giving the NAFI the fees due for that period. The Navy Audit Service personnel or any person designated by the NAFI shall have the right to inspect or audit the accounts and methods of internal control established by the Concessionaire and to make such inspections or audits as may be considered necessary to ensure strict compliance by the Concessionaire with all provisions of this agreement and with applicable Navy regulations.

20. The NAFI may charge the Concessionaire for a dishonored check received from the concessionaire, except when the bank acknowledges the return to be the result of bank error or the return is the result of a NAFI error. The amount charged by the NAFI will not exceed the administrative amount normally charged NAFI customers for dishonored checks. The Contracting Officer may require payment to be made in cash, certified check, or cashier's check.

21. The Concessionaire shall charge for merchandise or services involved only those prices established in the Price Schedule.

CONCESSIONAIRE SHALL NOT:

1. Represent or permit itself to be represented to the public as an agent or employee of the NAFI by the use of the name of the NAFI on letters, bills, signs, or by any other means. The Concessionaire, its servants, agents, and employees, are in no sense agents of the United States, the NAFI, the Commanding Officer of the installation within which the concession exists, or of any other entity having to do with the operation of NAFI business.

2. Sell, remove or in any way alter any property which is owned by the NAFI or any other part of the Federal Government and is used in the operation of the concession.

3. Engage in or permit gambling or possession or use of any gambling device on the concession premises.

4. Sell, deal in, or otherwise possess or transfer, on the concession premises, any form of intoxicating liquors or narcotics.

5. Loan money to or borrow money from customers or others, which includes Federal Government (including NAFI) employees and military personnel.

6. Sell merchandise or services for anything other than US currency.
7. Sell merchandise or services on credit.
8. Give or offer to any officer or employee of the NAFI, or any other part of the Federal Government, any gift, privilege, special benefit, discount, or anything else of material or personal nature whereby the individual or employee would receive preferential treatment.

THE NAFI WILL:

Furnish sufficient quantities of space, heat, water, and electricity to satisfy the normal needs of Concessionaire for lighting, heating, drinking, sanitation, and the operation of suitable support equipment therefore.

CONTRACT DURATION:

1. The agreement for the food service shall be for one year from 3 Oct 2006 through 2 Oct 2008, unless sooner terminated as hereinafter provided. The extensions may not exceed one year. In no event, however, will the period of performance exceed five (5) years. (See Supplemental Clauses, paragraph 2)
2. This agreement will be automatically terminated in the event the NAFI is liquidated. This agreement may be terminated by either party upon 120 days written notice. If the Contractor fails substantially without good cause to perform his agreements under this contract, the NAFI may terminate this contract under the clause titled "Termination for Default."
3. Upon expiration of this contract or upon termination as provided herein, Concessionaire's property shall be immediately removed from the premises. Upon failure to do so, the NAFI may cause such property to be removed at the Concessionaire's expense.
4. Any money due and payable to the NAFI from the Concessionaire as a result of this contract shall remain due and payable.

TAXES.

1. Where a state law imposes a sales tax on the sale of the item and/or service by the Concessionaire to the authorized customer, the sales tax will be separately stated from the sales

price, added to the price in the price schedule and collected from the customer. A price list will be kept conspicuously posted at each place of business of the concession. Articles stocked for sale will be individually price marked.

2. The Concessionaire assumes complete and sole liability for all federal, state, host country, and local taxes applicable to the property, income, and transactions of the Concessionaire, and where required by applicable laws and regulations, will collect and remit to the state applicable sales taxes. Sales taxes which have been collected are excluded from the computation of gross receipts in the determination of the fee payable to the NAFI. The amount of taxes so excluded will not exceed the actual sum payable to the state. Where required by state law or regulation, Concessionaire shall obtain and conspicuously display the state sales tax permit.

3. The Concessionaire warrants that the contract prices or other considerations do not include any tax or duty from which the Concessionaire is exempt under the laws of the United States, State, or host country wherein contract performance is effected. If any such tax or duty has been included in the pricing or consideration through error or otherwise, the contract pricing or consideration shall be correspondingly reduced or adjusted. If for any reason after the contract date, the Concessionaire is relieved in whole or in part from the payment or the burden of any tax or duty included in the contract pricing or other consideration, the contract pricing and/or other consideration shall be correspondingly reduced or adjusted.

PREMISES.

The assignment of space is revocable and is not construed as the creation of tenancy. Concessionaire is liable for any damage to or loss of the premises and NAFI furnished property or injury to persons resulting from acts or omissions of Concessionaire, its employees, or agents whether or not covered by insurance. Sublet of any of the premises assigned or assignment to another concession is not authorized. Use of the premises and NAFI furnished property for any purpose other than those specifically set forth, or unauthorized use by any of its agents, representatives, or employees is prohibited. IMPORTANT: Concessionaire shall not make any alterations to Government owned equipment or facilities. Concessionaire will comply with the installation fire and safety regulations, and applicable health and sanitation regulations. Concessionaire will post or display on the premises any sign furnished by the NAFI.

TERMINATION:

1. Notwithstanding the attached clause titled "Termination for Convenience" relative to termination of this Concessionaire contract, it is mutually agreed that this contract may be terminated by either party upon 120 days written notice to the other party.
2. Upon termination or expiration of this contract, Concessionaire will promptly settle its account with the NAFI, including payment in full of all amounts due, yield up the facilities and all NAFI-furnished property, clean and leave premises in as good order and condition as when received (damage due to acts of God or the US Government, and ordinary wear and tear excepted), surrender all installation passes, decals, and so forth, and complete satisfactory settlement of all customer complaints and claims. Termination of the Concessionaire contract does not release the Concessionaire from the obligation to satisfactorily settle customer complaints and claims. The Concessionaire will promptly remove all Concessionaire-furnished trade fixtures, tools of the trade, and supplies. On failure to remove the Concessionaire's property, the Contracting Officer may cause Concessionaire's property to be removed and stored in a warehouse at the Concessionaire's expense. If the Concessionaire is indebted to the NAFI, the Concessionaire authorizes and empowers the Contracting Officer to take possession of the Concessionaire's property and dispose of same by public sale without notice, and out of the proceeds of sale, satisfy all costs and indebtedness to NAFI.

CLAIMS BY CONCESSIONAIRE:

1. No claim by the Concessionaire relating to this contract may be considered by the Contracting Officer unless such claim is submitted in writing to the Contracting Officer not later than 90 days after the effective date of termination or expiration of this Concessionaire contract.
2. The Concessionaire shall indemnify, save harmless, and defend the NAFI, U.S. Navy and the Federal Government from and against any and all claims, demands, actions, debts, liabilities, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss or damage to the property of the injuries or to death of any and all persons whatsoever, in any manner caused or contributed to by the Concessionaire, or the Concessionaire's agents, servants, or employees while in, upon, or about the military installation wherein the concession is located, or while going to or departing from the same and to indemnify and save harmless the

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NAFI from and on account of damages of any kind which the NAFI may suffer as the result of the acts of any of the Contractor's agents, servants, or employees in or about said military installation.

NONWAIVER OF DEFAULTS:

Any failure by the NAFI to enforce or require strict performance of any terms or conditions of this Concessionaire contract will not constitute a waiver, and will not affect or impair such terms and conditions in any way or affect the right of the NAFI at any time to avail itself of such remedies as it may have for breach or breaches of such terms and conditions.

Print Name of Contracting Officer

Print Name of Concessionaire

Signature - Contracting Officer

Signature - Concessionaire

Tax ID Number

Date

Date

Address & Phone Number

Address & Phone Number

Part II Section I - NONAPPROPRIATED FUND CONTRACT CLAUSES

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NONAPPROPRIATED FUND CONTRACT CLAUSES

1. DEFINITIONS. As used throughout this contract, the following terms and abbreviations have the meaning set forth below:

a. The term "Contract" means this agreement or order and any modifications hereto.

b. The abbreviation "NAFI" means Nonappropriated Fund Instrumentality of the United States Government.

c. The term "Contracting Officer" means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.

d. The term "Contractor" means the party responsible for providing supplies/equipment and/or services at a certain price or rate to the NAFI under this contract.

e. The term "Contracting Officer's Representative" (COR) means a person appointed by the Contracting Officer to monitor performance and act as a liaison between the Contractor and the Contracting Officer.

2. ADVERTISEMENTS. The Contractor agrees that none of its, nor its agent's, advertisement to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer or imply that the Contractor's products or services are approved, promoted or endorsed by the NAFI. Any advertisement, including cents off coupons, which refers to a NAFI will contain a statement that the advertisement is neither paid for nor sponsored in whole or in part by that particular activity.

3. ASSIGNMENT. A Contractor may not assign their rights or delegate their obligations under this contract without prior written consent of the Contracting Officer.

4. COMMERCIAL WARRANTY. The Contractor agrees that the supplies/equipment or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies/equipment or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies/equipment or services covered.

5. DISCOUNTS FOR PROMPT PAYMENT. In connection with any prompt payment discount offered, time will be computed from the date of the Contractor's invoice. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

6. DISPUTES

a. Except as otherwise provided in this contract, any dispute or claim concerning this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall state his/her decision in writing and mail or otherwise furnish a copy of it to the Contractor. Within 90 days from date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the immediate superior in command (ISIC) of the command one level above the Contracting Officer's command. The decision of this authority shall be final and conclusive. If no such appeal is filed, the decision of the Contracting Officer shall be final and conclusive. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, the Contractor shall proceed diligently with the performance of the contract and according to the decision of the Contracting Officer, unless directed to do otherwise by the Contracting Officer.

7. EXAMINATION OF RECORDS

a. The clause is applicable if the amount of this contract exceeds \$10,000 and the contract was entered into by mean of negotiation. The Contractor agrees that the Contracting Officer or his/her duly authorized representative shall have the right to examine and audit the books and records of the Contractor directly pertaining to the contract during the period of the contract and up to three years after contract expiration date and final payment.

b. The Contractor agrees to include the clause in "a" above in all subcontracts there under which exceed \$10,000.

8. GRATUITIES

a. The NAFI may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Commanding Officer, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract.

b. In the event this contract is terminated as provided in paragraph "a" hereof, the NAFI shall be entitled (1) to pursue the same remedies against the Contractor as it would pursue in the event of a breach of contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Commanding Officer), which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

9. HOLD AND SAVE HARMLESS. The Contractor shall indemnify, save harmless and defend the NAFI, its outlets and customers from any liability, claimed or established, for violation or infringement of any patent, copyright or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further agrees to hold NAFI harmless from all claims or judgements for damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from negligence of the NAFI customers, employees, agents or representatives. Also, the Contractor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits and expenses which arise out of acts or omissions of the Contractor, its agents, representatives, or employees.

10. INSPECTION. Unless otherwise provided herein, inspection shall be made after receipt of the supplies/equipment by the ordering activity, or after completion of services by the Contractor. Inspection and acceptance shall not be conclusive,

with respect to latent defects or fraud, or with respect to the NAFI's rights under the Proof of Shipment provisions contained herein. In case any supplies/equipment or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the NAFI shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies/equipment shall be removed by and at the expense of the Contractor promptly after notice. If required by the NAFI, the Contractor, after notice of defect or non-conformance, shall, in a timely manner, correct or replace the defective or non-conforming supplies/equipment or services, or any part thereof. When such correction or replacement requires transportation of the supplies/equipment or part thereof, all shipping costs to and from the Contractor's plant or place of business shall be borne by the Contractor.

11. INSURANCE

a. The Contractor shall, at their expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and minimum amount set forth herein.

b. At all times during performance, the Contractor shall maintain with the Contracting Officer a current Certificate of Insurance showing at least the insurance required herein, and providing thirty (30) days written notice to the Contracting Officer by the insurance company prior to cancellation or material change in policy coverage.

c. The Contractor shall also require all first-tier subcontractors, who will perform work on a Government installation, to procure and maintain the insurance required herein during the entire period of their performance. The Contractor shall furnish (or assure that it has been furnished) to the Contracting Officer a current Certificate of Insurance meeting the requirements of "b" above for each such first-tier subcontractor, at least five (5) days prior to entry of each such subcontractor's personnel on the installation.

In implementation of the insurance clause above, the Contractor shall procure and maintain:

(1) Workman's compensation as prescribed by the laws of the state in which the work will be performed and employer's liability insurance.

(2) General liability insurance wherein the NAFI and the United States are included as named insured stating that such

insurance is primary (secondary to or contributory with no other insurance). Policy limits of \$500,000 per person - \$1,000,000 per occurrence for injury or death, and \$100,000 property damage per occurrence are required.

(3) The Contractor is responsible for damage or loss to his owned or leased equipment. Claims will be honored only if it can be shown that the NAFI was negligent and caused damage or loss to the Contractor's equipment.

12. INVOICES. An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice should include (and in order to support the payment of interest penalties) must include the following:

- a. Invoice date;
- b. Name of Contractor;
- c. Contract number (include order number, if any) contract description of supplies or services, quantity, contract unit of measure and unit price and extended total;
- d. Shipment number and date of shipment;
- e. Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);
- f. Name (where practicable), title, telephone number and mailing address of person to be notified in event of a defective invoice; and
- g. Any other information or documentation required by other provisions of the contract (such as evidence of shipment)

Invoices shall be prepared and submitted in duplicate (one copy shall be marked "Original") unless otherwise specified.

13. LAW GOVERNING CONTRACTS. In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

14. LEGAL STATUS. The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, NAFI contracts are United States Government contracts, however, they do not obligate appropriated funds of the United States. **NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID A CONTRACTOR BY REASON OF THIS CONTRACT.**

15. MODIFICATIONS. No agreement or understanding to modify this contract will be binding upon the NAFI unless it is made in

writing and signed by a Contracting Officer from the office that issued the contract or its successor.

16. ORDER OF PRECEDENCE. In the event of an inconsistency between provisions of this solicitation/award, the inconsistency shall be resolved by giving precedence in the following order: (1) Supplies/Equipment or Services and Prices/Costs; (2) Description/Specifications/Work Statement; (3) Special Contract Requirements; (4) Contract Clauses; (5) other provisions of the solicitation/award.

17. PAYMENTS. Payment of prices stated in this contract will be made according to the Prompt Payment Act, as amended. Unless otherwise specified, payment will be made on partial deliveries accepted by the NAFI when the amount due on such deliveries so warrants. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

18. PROOF OF SHIPMENT. (Applicable to shipments outside the United States through the Defense Transportation System {DTS} and Parcel Post shipments to overseas destinations). Except as otherwise provided in this contract, payment will be made for items not yet received upon receipt of an invoice accompanied by proof of delivery to a postal system or common carrier if delivery is FOB point of origin. For deliveries FOB destination named port of debarkation, the invoice must be accompanied by a signed receipt by a government representative at the named port.

19. TAXES. The prices herein reflect full reduction for taxes which are nonapplicable. In addition to the exemption from Federal excise taxes by virtue of exportation, all tangible personal property sold to NAFIs for resale are exempt from sales and use taxes. All sales other than for resale depend on state law or federal constitutional immunity for exemption from state sales and use taxes.

20. TERMINATION FOR CONVENIENCE. The Contracting Officer, by written notice, may terminate this contract, in whole or in part when it is in the best interest of the NAFI. If this contract is for supplies/equipment and is so terminated, the Contractor shall be compensated according to FAR Subparts 49.1 and 49.2 in effect on the date of this contract award. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment according to the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no Contractor claims covering non recurring costs for capital investment. If

there are any such Contractor claims, they shall be settled according to FAR Subparts 49.1 and 49.2.

21. TERMINATION FOR DEFAULT. The Contracting Officer, by written notice, may terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of reprocurring similar supplies/equipment or services; provided that, if (1) it is determined for any reason that the Contractor was not in default; or (2) Contractor's failure to perform is without the Contractor's or subcontractor's control, fault or negligence, the termination must be deemed to be a termination for convenience. As used in this provision, the term "subcontractor" means subcontractor at any tier.

22. VARIATION IN QUANTITY. No variation in quantity of any item listed in this contract will be accepted unless authorized by the Contracting Officer.

23. PROTESTS. Offerors are encouraged to resolve any complaints or issues they may have with the Contracting Officer in an informal manner. However, where an Offeror is not satisfied with a procurement decision of the Contracting Officer, that Offeror may file a written protest with the Contracting Officer and the Contracting Officer will issue a final decision on the protest. Any interested party who is dissatisfied by the Contracting Officer's final decision on the protest may file a written appeal with the Commanding Officer. The procedures for filing protests may be found in Paragraph 223 of BUPERSINST 7043.1B. A copy of Paragraph 223 will be provided to any Offeror by the Contracting Officer upon request.

PART II SECTION II - CLAUSES INCORPORATE BY REFERENCE

The provision of the following clause set forth in the Federal Acquisition Regulation (FAR) are hereby incorporated into this order or contract by reference with the same force and effect as if they were given in full text. As used in the following clause, the term "Government" is deleted and the abbreviation "NAFI" is substituted in lieu thereof. The date of each clause shall be the current date set forth in the FAR at the time of issuance of an order or contract award. Clauses made inapplicable by the reference or by the type or order or contract (e.g. order or contracts for services instead of supplies/equipment) are self-deleting. Upon request, the Contracting Officer will provide the full text.

CLAUSE NO.	REFERENCE	CLAUSE TITLE
24	52.203-5	Covenant Against Contingent fees (Contracts over \$100,000)
25	52.222-20	Walsh-Healey Public Contracts Act (Supply Contracts in excess of \$10,000) (not with foreign Contractors)
26	52.222.26	Equal Opportunity (Supply and Service Contracts over \$10,000)

ADDITIONAL NONAPPROPRIATED FUND CONTRACT
CLAUSES FOR SERVICES

27	52.222.35	Affirmative Action for Special Disabled Veterans and Vietnam Era Veterans (Supplies and Services over \$10,000)
28	52.222-36	Affirmative Action for Handicapped Workers (Supplies and Service Contracts over \$25,000)
29	52.222-37	Employment Reports on Special Disabled Veterans and Vietnam Era Veterans (Supplies and Services Contracts over \$10,000)
30	52.225-11	Restrictions on Certain Foreign Purchases
31	52-232-11	Extras
32	52.243-1	Changes-Fixed Price
33	52.246-1	Contractor Inspector Requirements
34	52.246-16	Responsibility for Supplies

ADDITIONAL NONAPPROPRIATED FUND CONTRACT
CLAUSES FOR SERVICES

35	52.247-52	Clearance and Documentation Requirements-Shipment to DOD Air or Water Terminal Transshipment Points
36	52.222-3	Convict Labor (Contracts over \$2,500)
37	52.222-4	Contract Work Hours and Safety Standards Act- Overtime Compensation-General (Contracts over \$100,000)
38	52.222-41	Service Contract Act of 1965, as amended (Contracts over \$2,500)
39	52.243-1 (ALT1)	Changes - Fixed Price
40	52.246-4	Inspection of Services - Fixed Price

PART II SECTION III - SUPPLEMENTAL CLAUSESFAR 52.222-42 Statement of Equivalent Rates for Federal Hires
(May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
Food Service Worker (WG-4708-1 step2)	\$13.90

OPTION TO EXTEND. The Contracting Officer shall advise the Contractor in writing at least 30 calendar days before the contract period expires of the NAFI's desire to extend the period of the contract for one year. If the NAFI exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including any extension pursuant to the option exercised under this clause, shall not exceed five (5) years from the date of the original contract.

List of Attachments

- Attachment 1: Sample of Current Menus and Prices.
- Attachment 2: Past Performance Worksheet
- Attachment 3: History of Revenues from the Food Service Cafeteria and from the Espresso (latte) Service
- Attachment 4: Department of Labor Wage Determination No. 1994-2559 Rev (29) dated 05/24/2006

**PART II SECTION IV - REPRESENTATIONS, CERTIFICATIONS AND
ACKNOWLEDGMENTS**

WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATIONS (Applicable to
supply contracts exceeding \$10,000.00)

The offeror represents as a part of this offer that the
offeror {____} is or {____} is not a regular dealer in, or
{____} is or {____} is not a manufacturer of, the supplies
offered.

CONTINGENT FEE (Applicable to contracts over \$25,000)

(a) Offeror _____ has _____ has not employed any company or
persons (other than a full-time bona fide employee working
solely for the offeror) to solicit or secure this contract, and
(b) _____ has _____ has not paid or agreed to pay any company or
person (other than a full-time bona fide employee working solely
for the offeror) any fee, commission, percentage, or brokerage
fee contingent upon or resulting from the award of this
contract; and agrees to furnish information relating to (a) and
(b), as requested by the contracting officer. (Interpretation
of the representation, including the term "bona fide employee,"
see subpart 3.4 of the Federal Acquisition Regulation.)

TYPE OF BUSINESS ORGANIZATION

Offeror operates as _____ an individual _____ a partnership
_____ a nonprofit organization _____ a corporation, incorporated
under the laws of the State of _____.

EQUAL OPPORTUNITY (EO) (Applicable to contracts exceeding
\$10,000.00 not exempt from EO)

(a) Offeror _____ has _____ has not participated in a previous
contract or subcontract subject either to the EO clause herein
or the clause originally contained in section 310 of Executive
Order No. 10925, or the clause contained in section 201 of
Executive Order No. 11114; offeror _____ has _____ has not filed
all required compliance reports; and that representation
indicating submission of required compliance reports, signed by
proposed subcontractors, will be obtained prior to subcontract
awards.

(b) Offeror represents that (1) it _____ has developed and
has on file _____ has not developed and does not have on file, at
each establishment affirmative action programs as required by
the rules and regulations of the Secretary of Labor (41 CFR 60-1

and 60-2) or (2) _____ it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (Applicable to contracts over \$25,000.00)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on this offer certifies that the signatory:

(1) Is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that the signatory has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

(2) (i) Is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to contracts and subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the EO clause)

(a) By submission of this offer, offeror/subcontractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Offeror/subcontractor agrees that a breach of this certification is a violation of the EO clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will (1) obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the EO clause; (2) retain such certifications in its files; and (3) forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

(b) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the EO clause.

(c) The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.

(d) ACKNOWLEDGMENT OF AMENDMENTS

Amendment No.	Date
---------------	------

The offeror acknowledges _____

receipt of amendments to
the solicitation for offers
and related documents
numbered and dated as
follows:

_____	_____
_____	_____
_____	_____
_____	_____

NOTE: Offers must set forth accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

PART III SECTION I - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1. PREPARATION OF OFFERS

a. Offerors are expected to examine the specifications and all instructions. Failure to do so will be at the offeror's risk.

b. Each offeror shall furnish the information required by the solicitation. The offeror shall fill in the information required in blocks 13, 14, 15, and 16 on the standard form (SF) 18 and each continuation sheet (pages 2 and 3) with proposed % of Gross sales figure. Erasures or other changes must be initialed by the person signing the offer.

c. For each item offered, offerors shall (1) show the sum equal to the percent (%) of gross monthly sales to be paid to the NAFI.

d. Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

e. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.

2. PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit the following information with their offer:

(1) Compliance/Exceptions (if required) - On a separate sheet of paper, state the offer does not comply with the specifications. Identify any "exceptions" to the specifications and state precisely how the offered services differ from the applicable concessionaire contract paragraph(s). Failure to comply with this requirement may result in rejection of the offer.

b. PRICE - Proposed percentage of gross revenue pricing shall be provided on each year of the contract. Also, be sure to complete all certifications in the solicitation. The entire completed and signed solicitation shall be returned as part of your offer. To assist in pricing see attachment (3) - History of Revenue.

c. PAST PERFORMANCE

(1) Past Performance Worksheet - Offerors shall demonstrate past performance and capability by completing the Past

Performance Worksheet (see attachment (2)). Offerors are encouraged to submit brief and concise responses. Data submitted by the contractor other than that requested on the Past Performance Worksheet will not be considered. Failure to submit the Past Performance Worksheet shall be considered certification that the contractor has no past performance for like or similar items for the Government to evaluate.

(2) Number of Contracts - Complete the Past Performance Worksheet including information for up to three of your most recently completed Federal Government contracts for like or similar food products and services. If you do not have any Federal Government contracts, then list state, local, or commercial contracts or past businesses to complete your Past Performance Worksheet.

3. AMENDMENTS TO SOLICITATIONS

a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

b. Offerors shall acknowledge receipt of any amendment to this solicitation by (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, and (3) by sending letter (or facsimile, if facsimile offers are authorized in the solicitation). The NAFI must receive the acknowledgment by the time specified for receipt of offers.

4. SUBMISSION OF OFFERS

Offers and modifications thereof shall be submitted in sealed envelopes or packages addressed to the office (block 5a of SF 18) specified in the solicitation, or by e-mail or by fax to the person listed in block 5b on standard form 18. Please include the solicitation number, and the name and address of the offeror on the cover of the package, fax, or e-mail.

5. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

a. Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered.

b. Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI will be considered at any time it is received and may be accepted.

6. CONTRACT AWARD - NEGOTIATED AGREEMENT

a. The NAFI will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the NAFI, price (% of Gross sales) and other factors as specified, considered.

(1) Capable Acceptability - In order to be determined capability, offers must meet or exceed the specifications in the solicitation and any subsequent amendments. **The offer must be determined to be capable before further consideration.**

(2) Price - Evaluation of price will include the following factors:

- (X) Single Award evaluation (award to one offeror)
- (X) Evaluation of Options per paragraph b of L-11.

(3) Past Performance - Evaluation of past performance information will include, but not be limited to, relevance and extent of previous contracts or owning/managing food service business, quality and conformance of product/services to specifications, timely delivery and customer satisfaction. Information utilized will be obtained from contractor references as well as any other sources which may have relevant information. Contractor references that cannot be contacted will not be considered. An offer with no relevant past performance history may not represent the most advantageous proposal to the Government.

(4) Other:

- (X) Must comply with applicable wage determinations.

All factors, when combined, are *slightly less important than* price (% of gross monthly sales).

b. Options. The Government will evaluate offers for award purposes by calculating the average percent (%) of the gross monthly sales to be paid to the NAFI for all option years. For example if an offeror proposes 20% (base year), 25% (option 1), 20% (option 2), 30% (option 3) and 30% (option 4) then the average for pricing is 25%. That figure will determine price. Evaluation of options shall not obligate the Government to exercise the option(s).

c. The NAFI may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

d. The NAFI intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from price and capability standpoint. However, the NAFI reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

SAMPLE OF MENU AND PRICES

ESPRESSO

Espresso Single 8oz \$1.25
Americano Single 8oz \$1.50
Latte Single 8oz \$1.75
Latte Double 12oz \$2.25
Latte Single 12oz \$2.00
Latte Grande 16oz \$2.75
Latte Jumbo 20oz \$3.00
Mocha Single 8oz \$2.00
Mocha Double 12oz \$2.50
Mocha Single 12oz \$2.25
Mocha Grande 16oz \$3.10
Mocha Jumbo 20oz \$3.35
Latte w/ flavor Single 8oz \$2.00
Latte w/ flavor Double 12oz \$2.50
Latte w/ flavor Single 12oz \$2.25
Latte w/ flavor Grande 16oz \$3.10
Latte w/ flavor Jumbo 20oz \$3.35
Hot Chocolate 8oz \$1.15
Hot Chocolate 12oz \$1.50
Hot Chocolate 16oz \$2.00
Hot Chocolate 20oz \$2.50
Tea 8oz \$1.00
Tea 12oz \$1.25
Tea 16oz \$2.00
Tea 20oz \$2.50
Chai Tea 8oz \$ 2.10
Chai Tea 12oz \$2.35
Chai Tea 16 oz \$2.85
Chai Tea 20oz \$3.10
Frappe' (Ice Blended) 16oz \$3.25
Frappe' (Ice Blended) 20oz \$3.50
Smoothie 16oz \$2.25
Smoothie 20oz \$2.50
Italian Soda 16oz \$2.25
Italian Soda 20oz \$2.50
Extra Shot .45
Extra Flavor .35
Breve Add .40
Soy Milk Add .40
Chocolate Espresso Beans \$1.25 bag
Chocolate Biscotti \$1.25
Almond Biscotti \$1.00
Muffins \$1.30

BREAKFAST:

Galley Breakfast (Eggs, Meat, Hashbrowns and Toast) \$3.50
3 Egg Omlette Special (Hashbrowns and Toast) \$3.50
3 Egg Quick Attack Omlette \$2.50
3 Egg Torpedo Omlette \$3.00
3 Egg Kitchen Sink Omlette \$3.00
English Muffin Breakfast Sandwich (Egg, Meat, Cheese) \$2.75
Bagel Breakfast Sandwich (Egg, Meat, Cheese) \$3.25
Croissant Breakfast Sandwich (Egg, Meat, Cheese) \$3.25
2 Biscuits and Gravy \$2.75
1 Biscuit and Gravy \$1.75
Hashbrowns and Gravy \$2.00
Cornbeef Hashbrowns and Egg \$2.00
Biscuits and Gravy with Egg and Meat \$4.00
Large Donuts (maple bar, apple fritter, cinnamon roll, bear claw) .75
Small Donuts (cake, glazed, old fashioned) .50
Fruit (Apple, Orange, Banana) .50
Cold Cereal / Oatmeal Packages .65
Yogurt / Pudding / Jello .90
Instant Breakfast packets .75
Hard Boiled Egg packets \$1.00

BEVERAGES:

Orange Juice Medium .80
Orange Juice Large \$1.25
Apple Juice \$1.25
Nestle Quick Chocolate and Strawberry Milk \$1.25
Milk Small .65
Milk Small Chocolate .70
Milk Large .95
Milk Large Chocolate \$1.00
Hot Tea Bags .75
Canned Soda .65
Bottle Soda \$1.00
Snapple \$1.25
V-8 Splash \$1.25
Large V8 \$1.25
Rock Star/Monster/Lost Energy \$2.00
Arizona Tea \$1.25
Ice Botanicals \$1.25
Gatorade \$1.25
Talking Rain \$1.00
Bottle Water Small .85
Bottle Water Large \$1.00
Hot Chocolate Packets .50
Soda Fountain Small 8oz .45
Soda Fountain Medium 12oz .55
Soda Fountain Large 16oz .65
Coffee Small 8oz .55
Coffee Medium 12oz .65
Coffee Large 16oz .75

LUNCH:

Hamburger \$3.00 *(free small lays chips)*

Cheeseburger \$3.25 *(free small lays chips)*

Bacon Cheeseburger \$4.00 *(free small lays chips)*

Baked Potatoes \$3.75

Soup \$2.50

Corn Dog .85

Burritos \$1.00

Daily Lunch Specials \$4.25

French Fries \$1.25

Chili \$2.50

Chili Cheese Dogs \$3.00

Kraut Dog \$3.00

Pretzels \$1.50

Totem Chicken Sandwich \$2.00

Hot Dogs Beef / Polish \$2.25

Sub Sandwich \$4.25

Specialty Sandwiches (Chicago Southsider, Deep Six, Keyport Kaiser, Veggin' Out, Turkey Vegetable, Propeller, Smoke Stack, Rocket, Chicken Pesto, Anchors Away, Davy Jones Locker, Spinner) \$4.00

Sandwiches Made to Order \$4.00 (extra meat add .50 / extra cheese add .25)

Chicken Salad \$3.50

Ham Salad \$3.50

Vegetarian \$4.00

Tuna Salad \$3.00

Egg Salad \$2.50

Peanut and Jelly \$2.00

Club \$4.25

BLT \$3.75

Turkey BLT \$3.80

Bologna \$3.00

Egg & Green Olive \$3.25

Wraps \$4.25

Turkey Avocado and Pepper Jack Cheese \$4.25

Krispie Fried Chicken Sandwich \$4.00

Totem Food Special Hoagie Sandwich \$2.25

Totem Food BBQ Pork Rib Sandwich \$2.50

Totem Food Turkey, Bacon, Cheddar \$2.95

Totem Food Torpedo \$3.20

Totem Food Sounder \$3.20

Totem Food Pastrami and Natural Cheese \$3.00

SALADS:

Chicken \$4.15

Taco Chicken \$4.15

Taco Beef \$4.15

Shrimp \$4.15

Krab \$4.15

Chef \$4.15

Small Garden \$2.00

SALADS: (Cont).

Small Salads \$3.00

Macaroni Salad \$1.75

Potato Salad \$1.75

Cottage Cheese \$1.75

FRUIT: (seasonal)

Strawberries \$3.75

Cantaloupe \$3.75

Honey Dew \$3.75

Water Melon \$3.75

Fruit Cup Small \$3.25

Fruit Cup Large \$3.75

VARIOUS ITEMS:

Chips .80

Extra Large Chips \$2.00

Cup O'Noodle Soup .75

Moon Pies .75

Brownies .65

Grandma Cookies .60

Rice Krispie Treats \$1.25

Pecan Pies \$1.00

Nemo Cakes (Carrot, Banana, Chocolate) \$1.00

Hostess (Cupcakes, Twinkies, Ding Dongs) .30

Animal Cookies .60

Candy Bars .75

Muffins \$1.30

Gum \$.30

Beef Jerky Small \$2.50

Beef Jerky Large \$5.00

Old Wisconsin Small Sticks .50

Old Wisconsin Large Sticks \$1.00

Meat/Cheese Sticks \$1.00

Sun Flower Seeds \$1.00

Chocolate Raisins \$2.00

Chocolate Peanuts \$2.00

Cashews \$2.00

Mixed Nuts \$2.00

Hawaiian Mix \$2.00

Trail Mix \$2.00

Boston Baked Beans \$2.00

Pistachios \$2.00

Microwave Popcorn \$1.00

Sunflower Seeds 2oz .50

Mixed Nuts 2oz \$1.00

Cashews 2oz \$1.25

Smoked Almond 2oz \$1.00

Trail Mix 2oz \$1.00

VARIOUS ITEMS: (Cont)

Pistachios 2oz \$1.00
Cliff Bar \$1.75
York Patties .10
Rolaids \$1.00
Chap Stick \$1.25
Listerine Pocket Packs \$1.25
Advil .50
Bayer .50
Motrin .50
Excedrin .75
Cough Drops \$1.25
Breath Mints \$1.00
Tic Tac .75
Certs .75

ICE CREAM:

Sundays Small \$1.50
Sundays Large \$1.75
Mocha Sunday \$1.85
Ice Cream Cups / Cones \$1.25
Ice Cream Bars .70
Dove Bars \$2.00
Malt Cups \$1.00
Butter Finger Ice Cream Bar \$1.00
Nestle Crunch Ice Cream Bar \$1.00

CONDIMENT BAR – FREEBIES

Saltine Crackers
Oyster Crackers
Salt Packets
Pepper Packets
Ketchup
Mustard
Horse Radish
Soy Sauce
Sweet Relish
Taco Sauce
Pace Picante Sauce
Mayonnaise
Sugar Packets
Raw Sugar Packets
Equip Packets
Splenda Packets
Croutons
Various Jellies
Honey Packets
Various Bottled Hot Sauces
Various Coffee Mate Flavors
Silverware

PAST PERFORMANCE WORKSHEET

The Government highly prefers that you submit your company's three most recent references (relevant to the requirements outlined in this solicitation document). If referencing Government contracts please include the Contracting Officer (CO) and a Program Manager or equivalent. Relevance is determined by considering the service and products provided, dollar value, period of performance, and support capabilities. Attached is the Past Performance Questionnaire that must be submitted with your offer. In addition, discuss any contractual vehicles (contracts, delivery orders, etc.) terminated for default by a CO affecting your company within the past five years. Also, describe all instances in which your company has ever been the subject of, or party to, a proposed debarment/suspension case and the outcome. Failure to comply with these instructions may result in elimination from further consideration.

Reference #1

Procurement vehicle title/contract number:	
Type (e.g., concessionaire, self business, etc.):	
Period of Performance:	
Prime or sub:	
Description of products (menu) and services:	
Average Monthly Sales:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program or Business Manager:						
Contracting Officer:						

Reference #2

Procurement vehicle title/contract number:	
Type (e.g., concessionaire, self business, etc.):	
Period of Performance:	
Prime or sub:	
Description of products (menu) and services:	
Average Monthly Sales:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program or Business Manager:						
Contracting Officer:						

Reference #3

Procurement vehicle title/contract number:	
Type (e.g., concessionaire, self business, etc.):	
Period of Performance:	
Prime or sub:	
Description of products (menu) and services:	
Average Monthly Sales:	

Primary Points of Contact	Name	Agency	DSN Phone	Commercial Phone	Commercial Fax	E-mail Address
Program or Business Manager:						
Contracting Officer:						

The vendor may provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve those problems. Companies should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

PLEASE ENSURE ALL THE ABOVE REFERENCED INFORMATION IS CORRECT.

Date	Revenue (Gross Sales)			Monthly Average Each Year
	Cafeteria	Latte	Totals	
1999				
Oct	\$8,324	\$6,102	\$14,426	
Nov	\$15,816	\$4,823	\$20,639	
Dec	\$12,835	\$4,062	\$16,897	
TOTAL	\$36,975	\$14,987	\$51,962	\$17,321
2000				
Jan	\$16,832	\$5,644	\$22,476	
Feb	\$17,972	\$5,630	\$23,602	
Mar	\$21,174	\$7,050	\$28,224	
Apr	\$18,496	\$6,138	\$24,634	
May	\$21,206	\$6,694	\$27,900	
Jun	\$21,436	\$7,470	\$28,906	
Jul	\$19,401	\$6,126	\$25,527	
Aug	\$24,067	\$7,388	\$31,455	
Sep	\$20,275	\$6,471	\$26,746	
Oct	\$21,848	\$7,515	\$29,363	
Nov	\$19,239	\$6,980	\$26,219	
Dec	\$15,820	\$5,129	\$20,949	
TOTAL	\$237,766	\$78,235	\$316,001	\$26,333
2001				
Jan	\$20,886	\$7,549	\$28,435	
Feb	\$20,583	\$5,888	\$26,471	
Mar	\$24,339	\$7,874	\$32,213	
Apr	\$24,140	\$7,032	\$31,172	
May	\$27,308	\$7,208	\$34,516	
Jun	\$26,286	\$5,570	\$31,856	
Jul	\$25,448	\$6,750	\$32,198	
Aug	\$28,993	\$4,795	\$33,788	
Sep	\$26,206	\$5,597	\$31,803	
Oct	\$32,592	\$7,238	\$39,830	
Nov	\$27,210	\$5,892	\$33,102	
Dec	\$19,774	\$4,789	\$24,563	
TOTAL	\$303,765	\$76,182	\$379,947	\$31,662
2002				
Jan	\$27,621	\$6,433	\$34,054	
Feb	\$26,998	\$5,970	\$32,968	
Mar	\$26,876	\$5,951	\$32,827	
Apr	\$29,220	\$6,450	\$35,670	
May	\$31,951	\$6,871	\$38,822	
Jun	\$29,291	\$6,319	\$35,610	
Jul	\$30,184	\$6,698	\$36,882	
Aug	\$30,262	\$7,080	\$37,342	
Sep	\$28,824	\$7,300	\$36,124	
Oct	\$29,702	\$8,414	\$38,116	

Date	Revenue (Gross Sales)			Monthly Average Each Year
	Cafeteria	Latte	Totals	
Nov	\$24,542	\$5,558	\$30,100	
Dec	\$21,258	\$4,312	\$25,570	
TOTAL	\$336,729	\$77,356	\$414,085	\$34,507
2003				
Jan	\$23,259	\$4,661	\$27,920	
Feb	\$23,139	\$6,900	\$30,039	
Mar	\$25,481	\$8,392	\$33,873	
Apr	\$26,837	\$8,239	\$35,076	
May	\$27,819	\$8,517	\$36,336	
Jun	\$28,566	\$10,073	\$38,639	
Jul	\$30,503	\$10,193	\$40,696	
Aug	\$31,723	\$9,436	\$41,159	
Sep	\$31,119	\$9,098	\$40,217	
Oct	\$31,139	\$7,890	\$39,029	
Nov	\$22,063	\$5,947	\$28,010	
Dec	\$23,188	\$6,296	\$29,484	
TOTAL	\$324,836	\$95,642	\$420,478	\$35,040
2004				
Jan	\$21,259	\$5,928	\$27,187	
Feb	\$25,029	\$5,732	\$30,761	
Mar	\$30,533	\$6,276	\$36,809	
Apr	\$27,503	\$8,044	\$35,547	
May	\$26,283	\$8,286	\$34,569	
Jun	\$29,511	\$8,830	\$38,341	
Jul	\$29,009	\$8,194	\$37,204	
Aug	\$33,077	\$8,779	\$41,857	
Sep	\$27,172	\$5,611	\$32,782	
Oct	\$26,381	\$7,640	\$34,021	
Nov	\$23,503	\$7,547	\$31,050	
Dec	\$21,755	\$5,973	\$27,727	
TOTAL	\$321,014	\$86,840	\$407,855	\$33,988
2005				
Jan	\$27,735	\$6,930	\$34,665	
Feb	\$25,050	\$7,016	\$32,066	
Mar	\$21,320	\$3,267	\$24,587	
Apr	\$30,327	\$8,822	\$39,149	
May	\$31,865	\$8,301	\$40,165	
Jun	\$29,330	\$7,684	\$37,013	
Jul	\$31,148	\$7,849	\$38,997	
Aug	\$31,516	\$8,665	\$40,181	
Sep	\$29,850	\$7,736	\$37,587	
Oct	\$30,825	\$7,272	\$38,097	

Date	Revenue (Gross Sales)			Monthly Average Each Year
	Cafeteria	Latte	Totals	
Nov	\$27,971	\$6,726	\$34,697	
Dec	\$21,937	\$4,785	\$26,723	
TOTAL	\$338,874	\$85,054	\$423,928	\$35,327
2006				
Jan	\$15,325	\$3,312	\$18,637	
Feb	\$27,965	\$5,693	\$33,658	
Mar			\$0	
Apr			\$0	
May			\$0	
Jun			\$0	
Jul			\$0	
Aug			\$0	
Sep			\$0	
Oct			\$0	
Nov			\$0	
Dec			\$0	
TOTAL	\$43,290	\$9,005	\$52,295	\$26,148
Historic Average per Month	\$25,237	\$6,796	\$32,033	

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2559
Revision No.: 29
Date Of Last Revision: 05/24/2006

State: Washington

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.92
01012 - Accounting Clerk II	13.23
01013 - Accounting Clerk III	15.44
01014 - Accounting Clerk IV	17.28
01030 - Court Reporter	16.18
01050 - Dispatcher, Motor Vehicle	16.18
01060 - Document Preparation Clerk	13.12
01070 - Messenger (Courier)	10.40
01090 - Duplicating Machine Operator	13.12
01110 - Film/Tape Librarian	12.80
01115 - General Clerk I	10.34
01116 - General Clerk II	11.53
01117 - General Clerk III	14.80
01118 - General Clerk IV	16.82
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	13.04
01132 - Key Entry Operator II	14.43
01191 - Order Clerk I	12.55
01192 - Order Clerk II	16.10
01261 - Personnel Assistant (Employment) I	13.21
01262 - Personnel Assistant (Employment) II	14.66
01263 - Personnel Assistant (Employment) III	16.20
01264 - Personnel Assistant (Employment) IV	18.61
01270 - Production Control Clerk	18.66
01290 - Rental Clerk	13.71
01300 - Scheduler, Maintenance	15.66
01311 - Secretary I	14.97
01312 - Secretary II	15.92
01313 - Secretary III	17.77
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	15.52
01341 - Stenographer I	14.34
01342 - Stenographer II	16.10
01400 - Supply Technician	21.03
01420 - Survey worker (Interviewer)	15.58
01460 - Switchboard Operator-Receptionist	12.38
01510 - Test Examiner	16.18
01520 - Test Proctor	16.18
01531 - Travel Clerk I	10.80
01532 - Travel Clerk II	11.73
01533 - Travel Clerk III	12.45

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01611 - Word Processor I	13.46
01612 - Word Processor II	15.66
01613 - Word Processor III	16.97
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15.66
03041 - Computer Operator I	15.66
03042 - Computer Operator II	16.73
03043 - Computer Operator III	19.24
03044 - Computer Operator IV	21.87
03045 - Computer Operator V	24.27
03071 - Computer Programmer I (1)	16.86
03072 - Computer Programmer II (1)	20.28
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	25.38
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	16.47
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.29
05010 - Automotive Glass Installer	19.87
05040 - Automotive Worker	19.87
05070 - Electrician, Automotive	20.86
05100 - Mobile Equipment Servicer	18.55
05130 - Motor Equipment Metal Mechanic	21.22
05160 - Motor Equipment Metal Worker	19.88
05190 - Motor Vehicle Mechanic	21.72
05220 - Motor Vehicle Mechanic Helper	17.84
05250 - Motor Vehicle Upholstery Worker	19.59
05280 - Motor Vehicle Wrecker	19.88
05310 - Painter, Automotive	20.54
05340 - Radiator Repair Specialist	19.88
05370 - Tire Repairer	14.81
05400 - Transmission Repair Specialist	21.22
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.70
07010 - Baker	13.85
07041 - Cook I	11.74
07042 - Cook II	12.83
07070 - Dishwasher	9.95
07130 - Meat Cutter	18.25
07250 - Waiter/waitress	10.44
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.67
09040 - Furniture Handler	14.68
09070 - Furniture Refinisher	18.67
09100 - Furniture Refinisher Helper	16.24
09110 - Furniture Repairer, Minor	17.47
09130 - Upholsterer	18.67
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	11.36
11060 - Elevator Operator	10.92
11090 - Gardener	14.37
11121 - House Keeping Aid I	9.57
11122 - House Keeping Aid II	10.92
11150 - Janitor	11.69
11210 - Laborer, Grounds Maintenance	12.63
11240 - Maid or Houseman	9.57
11270 - Pest Controller	14.05
11300 - Refuse Collector	14.46
11330 - Tractor Operator	13.50
11360 - Window Cleaner	12.32
12000 - Health Occupations	

12020 - Dental Assistant	15.71
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	19.09
12071 - Licensed Practical Nurse I	14.70
12072 - Licensed Practical Nurse II	16.49
12073 - Licensed Practical Nurse III	18.48
12100 - Medical Assistant	13.30
12130 - Medical Laboratory Technician	15.42
12160 - Medical Record Clerk	12.72
12190 - Medical Record Technician	17.63
12221 - Nursing Assistant I	9.66
12222 - Nursing Assistant II	10.72
12223 - Nursing Assistant III	11.85
12224 - Nursing Assistant IV	14.10
12250 - Pharmacy Technician	14.55
12280 - Phlebotomist	14.10
12311 - Registered Nurse I	22.51
12312 - Registered Nurse II	27.51
12313 - Registered Nurse II, Specialist	27.51
12314 - Registered Nurse III	33.23
12315 - Registered Nurse III, Anesthetist	33.23
12316 - Registered Nurse IV	39.92
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.82
13011 - Exhibits Specialist I	17.14
13012 - Exhibits Specialist II	21.12
13013 - Exhibits Specialist III	25.83
13041 - Illustrator I	17.14
13042 - Illustrator II	21.12
13043 - Illustrator III	25.83
13047 - Librarian	23.38
13050 - Library Technician	14.54
13071 - Photographer I	15.72
13072 - Photographer II	18.56
13073 - Photographer III	21.21
13074 - Photographer IV	25.39
13075 - Photographer V	30.50
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	10.10
15040 - Dry Cleaner	8.71
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.82
15220 - Tailor	11.46
15250 - Washer, Machine	9.17
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	20.54
19040 - Tool and Die Maker	23.21
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.68
21020 - Material Coordinator	18.06
21030 - Material Expediter	19.59
21040 - Material Handling Laborer	15.41
21050 - Order Filler	13.15
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	17.59
21100 - Shipping/Receiving Clerk	16.62
21130 - Shipping Packer	16.62
21140 - Store Worker I	13.51
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	17.05

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21210 - Tools and Parts Attendant	18.06
21400 - Warehouse Specialist	18.06
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.71
23040 - Aircraft Mechanic Helper	18.58
23050 - Aircraft Quality Control Inspector	22.78
23060 - Aircraft Servicer	19.90
23070 - Aircraft Worker	20.67
23100 - Appliance Mechanic	20.54
23120 - Bicycle Repairer	14.81
23125 - Cable Splicer	22.62
23130 - Carpenter, Maintenance	19.56
23140 - Carpet Layer	20.97
23160 - Electrician, Maintenance	23.67
23181 - Electronics Technician, Maintenance I	22.07
23182 - Electronics Technician, Maintenance II	22.43
23183 - Electronics Technician, Maintenance III	23.89
23260 - Fabric Worker	19.84
23290 - Fire Alarm System Mechanic	22.62
23310 - Fire Extinguisher Repairer	18.68
23340 - Fuel Distribution System Mechanic	22.62
23370 - General Maintenance Worker	16.43
23400 - Heating, Refrigeration and Air Conditioning Mechanic	21.75
23430 - Heavy Equipment Mechanic	24.83
23440 - Heavy Equipment Operator	23.35
23460 - Instrument Mechanic	22.62
23470 - Laborer	11.44
23500 - Locksmith	18.67
23530 - Machinery Maintenance Mechanic	19.83
23550 - Machinist, Maintenance	22.59
23580 - Maintenance Trades Helper	14.76
23640 - Millwright	22.62
23700 - Office Appliance Repairer	21.85
23740 - Painter, Aircraft	20.56
23760 - Painter, Maintenance	18.67
23790 - Pipefitter, Maintenance	23.34
23800 - Plumber, Maintenance	22.59
23820 - Pseudraulic Systems Mechanic	22.84
23850 - Rigger	22.59
23870 - Scale Mechanic	20.97
23890 - Sheet-Metal Worker, Maintenance	22.38
23910 - Small Engine Mechanic	20.97
23930 - Telecommunication Mechanic I	21.91
23931 - Telecommunication Mechanic II	22.59
23950 - Telephone Lineman	21.22
23960 - Welder, Combination, Maintenance	21.64
23965 - Well Driller	22.62
23970 - Woodcraft worker	22.62
23980 - Woodworker	18.68
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.23
24580 - Child Care Center Clerk	11.51
24600 - Chore Aid	12.50
24630 - Homemaker	15.38
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.19
25040 - Sewage Plant Operator	20.36
25070 - Stationary Engineer	23.19
25190 - Ventilation Equipment Tender	18.00
25210 - Water Treatment Plant Operator	20.36
27000 - Protective Service Occupations	
(not set) - Police Officer	26.14
27004 - Alarm Monitor	16.20

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27006 - Corrections Officer	22.78
27010 - Court Security Officer	25.57
27040 - Detention Officer	23.51
27070 - Firefighter	25.24
27101 - Guard I	11.35
27102 - Guard II	18.63
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.25
28020 - Hatch Tender	18.25
28030 - Line Handler	18.25
28040 - Stevedore I	17.81
28050 - Stevedore II	19.04
29000 - Technical Occupations	
21150 - Graphic Artist	18.36
29010 - Air Traffic Control Specialist, Center (2)	32.84
29011 - Air Traffic Control Specialist, Station (2)	22.64
29012 - Air Traffic Control Specialist, Terminal (2)	24.95
29023 - Archeological Technician I	17.67
29024 - Archeological Technician II	19.96
29025 - Archeological Technician III	24.40
29030 - Cartographic Technician	24.40
29035 - Computer Based Training (CBT) Specialist/ Instructor	24.42
29040 - Civil Engineering Technician	22.23
29061 - Drafter I	15.31
29062 - Drafter II	17.61
29063 - Drafter III	19.69
29064 - Drafter IV	24.40
29081 - Engineering Technician I	14.72
29082 - Engineering Technician II	16.95
29083 - Engineering Technician III	19.25
29084 - Engineering Technician IV	22.95
29085 - Engineering Technician V	29.98
29086 - Engineering Technician VI	36.27
29090 - Environmental Technician	22.95
29100 - Flight Simulator/Instructor (Pilot)	26.50
29160 - Instructor	26.25
29210 - Laboratory Technician	20.67
29240 - Mathematical Technician	24.40
29361 - Paralegal/Legal Assistant I	17.95
29362 - Paralegal/Legal Assistant II	22.08
29363 - Paralegal/Legal Assistant III	27.01
29364 - Paralegal/Legal Assistant IV	31.70
29390 - Photooptics Technician	22.79
29480 - Technical Writer	33.56
29491 - Unexploded Ordnance (UXO) Technician I	20.88
29492 - Unexploded Ordnance (UXO) Technician II	25.26
29493 - Unexploded Ordnance (UXO) Technician III	30.28
29494 - Unexploded (UXO) Safety Escort	20.88
29495 - Unexploded (UXO) Sweep Personnel	20.88
29620 - Weather Observer, Senior (3)	19.09
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.40
29622 - Weather Observer, Upper Air (3)	16.40
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.85
31260 - Parking and Lot Attendant	11.51
31290 - Shuttle Bus Driver	13.59
31300 - Taxi Driver	15.29
31361 - Truckdriver, Light Truck	12.82
31362 - Truckdriver, Medium Truck	15.46
31363 - Truckdriver, Heavy Truck	16.55
31364 - Truckdriver, Tractor-Trailer	16.55
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90

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99030 - Cashier	10.67
99041 - Carnival Equipment Operator	11.31
99042 - Carnival Equipment Repairer	11.75
99043 - Carnival Worker	9.95
99050 - Desk Clerk	9.28
99095 - Embalmer	20.88
99300 - Lifeguard	10.97
99310 - Mortician	20.88
99350 - Park Attendant (Aide)	13.78
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.13
99500 - Recreation Specialist	12.56
99510 - Recycling Worker	16.44
99610 - Sales Clerk	11.66
99620 - School Crossing Guard (Crosswalk Attendant)	13.53
99630 - Sport Official	9.60
99658 - Survey Party Chief (Chief of Party)	17.97
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.74
99660 - Surveying Aide	8.44
99690 - Swimming Pool Operator	17.47
99720 - Vending Machine Attendant	16.56
99730 - Vending Machine Repairer	17.47
99740 - Vending Machine Repairer Helper	16.56

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on

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Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties)

contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process

the
request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.